

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

Marc Opperman, et al.,

Plaintiffs,

vs.

Path, Inc., et al.,

Defendants.

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Case No. 1:12-CV-00219-SS

DECLARATION OF MARK BUCKLEY IN SUPPORT OF
APPLE INC.'S MOTION TO DISMISS

I, Mark Buckley, hereby declare as follows:

1. I am the Head of Litigation Finance at Apple Inc. ("Apple"). I submit this declaration in support of Apple's Motion to Dismiss Plaintiffs' Third Amended Class Action Complaint. I have personal knowledge of the facts set forth in this declaration and could testify competently to them.
2. Apple is a California corporation which has its headquarters in Cupertino, California.
3. Apple operates the App Store, an online service where users can download iOS applications (or "apps") developed by Apple and by independent third-party developers to their iOS devices.
4. Apple has a team of individuals responsible for conducting a review of every app to determine whether or not it may be distributed through the App Store.
5. Nearly all of the individuals that review apps, including all of the executives that oversee that process, are based in Santa Clara County, California. No Apple employee responsible for reviewing apps prior to their inclusion in the App Store is located in Texas.

6. Attached to this declaration as Exhibit A is a true and correct copy of the iTunes Store Terms and Conditions, which includes Apple's Mac App Store, App Store and iBookstore Terms and Conditions ("App Store Terms and Conditions"), last updated on September 30, 2012. The highlighted provisions have appeared in identical or substantially similar form in each version of the App Store Terms and Conditions since the App Store was launched in 2008.

7. Customers manifest their agreement to the App Store Terms and Conditions at the time they register to use the App Store by clicking an onscreen button that is prominently labeled "Agree."

8. Attached to this declaration as Exhibit B is a true and correct copy of the Apple Customer Privacy Policy, last updated on May 21, 2012, as it appears on the Apple website, <http://www.apple.com/privacy>, as of October 10, 2012. The highlighted provision appearing under the header "Third-Party Sites and Services" has appeared in identical or substantially similar form in each version of Apple's Privacy Policy since at least July 2010, when Apple required all users of iTunes or the App Store to affirmatively agree to Apple's updated Privacy Policy.

9. Attached to this declaration as Exhibit C is a true and correct copy of portions of the iOS Human Interface Guidelines, last updated on September 19, 2012, as it appears on the Apple website,

<https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/MobileHIG/MobileHIG.pdf>, as of October 10, 2012.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 12, 2012 in Cupertino, California.



Mark Buckley

Exhibit A

A. ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKSTORE TERMS OF SALE

B. ITUNES STORE TERMS AND CONDITIONS

C. MAC APP STORE, APP STORE AND IBOOKSTORE TERMS AND CONDITIONS

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKSTORE SERVICES. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICES.

A. ITUNES STORE, MAC APP STORE, APP STORE, AND IBOOKSTORE TERMS OF SALE

PAYMENTS, TAXES, AND REFUND POLICY

The iTunes Store, Mac App Store, App Store, and iBookstore services ("Services") accept these forms of payment: credit cards issued by U.S. banks, payments through your PayPal account, iTunes Cards, iTunes Store Gift Certificates, Content Codes, and Allowance Account balances. If a credit card or your PayPal account is being used for a transaction, Apple may obtain preapproval for an amount up to the amount of the order. Billing occurs at the time of or shortly after your transaction. If you are using 1-Click purchasing or your PayPal account, your order may be authorized and billed in increments during one purchasing session, so it may appear as multiple orders on your statement. If an iTunes Card, iTunes Store Gift Certificate, or Allowance Account is used for a transaction, the amount is deducted at the time of your transaction. When making purchases, content credits are used first, followed by Gift Certificate, iTunes Card, or Allowance Account credits; your credit card or PayPal account is then charged for any remaining balance.

You agree that you will pay for all products you purchase through the Services, and that Apple may charge your credit card or PayPal account for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card or PayPal account you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card or PayPal account status, you must change your information online in the Account Information section of iTunes; this may temporarily disrupt your access to the Services while Apple verifies your new payment information.

Your total price will include the price of the product plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in states where digital goods are taxable.

All sales and rentals of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Apple.

1-Click®

1-Click is a registered service mark of Amazon.com, Inc., used under license. 1-Click is a convenient feature that allows you to make a purchase from the Services with a single click of your mouse or other input device. When accessing the Services on your computer, 1-Click purchasing may be activated via the dialog that appears when you click a Buy button. (You may reset this selection at any time by clicking Reset Warnings in your Account information). When accessing the Services on your Apple-branded products running iOS such as an iPad, iPod touch, or iPhone ("iOS Device"), 1-Click is activated for each transaction by tapping the button showing the price of the product, which reveals the Buy button. When 1-Click is activated, clicking or tapping the Buy button starts the download immediately and completes your transaction without any further steps.

GIFT CERTIFICATES, ITUNES CARDS, ALLOWANCES, AND CONTENT CODES

Gift Certificates, iTunes Cards, and Allowances are issued and managed by Apple Value Services, LLC ("Issuer").

Gift Certificates, iTunes Cards, Content Codes, and Allowances, in addition to unused balances, are not redeemable for cash and cannot be returned for a cash refund (except as required by law); exchanged; resold; used to purchase Gifts, Gift Certificates, or iTunes Cards; used to provide Allowances; used for purchases on the Apple Online Store; or used in Apple Retail Stores. Unused balances are not transferable.

Gift Certificates, iTunes Cards, Content Codes, and Allowances purchased in the United States may be redeemed through the Services only in the United States, its territories, and possessions.

The Gift Certificate/iTunes Card cash value is 1/10 of one cent.

Neither Issuer nor Apple is responsible for lost or stolen Gift Certificates, iTunes Cards, Content Codes, or Allowances. Risk of loss and title for Gift Certificates, iTunes Cards, and Allowances transmitted electronically pass to the purchaser in Virginia upon electronic transmission to the recipient. Risk of loss and title for Content Codes

transmitted electronically pass in California upon electronic transmission from Apple; for avoidance of doubt, such recipient may not always be you.

Apple reserves the right to close accounts and request alternative forms of payment if a Gift Certificate, iTunes Card, Content Code, or Allowance is fraudulently obtained or used on the Service.

APPLE, ISSUER, AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, ITUNES CARDS, CONTENT CODES, ALLOWANCES, OR THE ITUNES STORE, APP STORE, MAC APP STORE, OR IBOOKSTORE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A GIFT CERTIFICATE, ITUNES CARD, CONTENT CODE, OR ALLOWANCE IS NONFUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CERTIFICATE, ITUNES CARD, CONTENT CODE, OR ALLOWANCE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

GIFTS

Gifts purchased from the Services may be purchased only for, and redeemed only by, persons in the United States, its territories, and possessions. Gift recipients must have compatible hardware and parental control settings to utilize some gifts.

PRE-ORDERS

By pre-ordering products, you are authorizing the Services to automatically charge your account and download the product when it becomes available. You may cancel your pre-order prior to the time the item becomes available.

ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Apple is not responsible for typographic errors.

B. ITUNES STORE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND APPLE INC. ("APPLE") GOVERNS YOUR USE OF THE ITUNES STORE SERVICE (THE "ITUNES SERVICE").

THE ITUNES STORE SERVICE

Apple is the provider of the iTunes Service, which permits you to purchase or rent digital content ("iTunes Products") for end user use only under the terms and conditions set forth in this Agreement.

REQUIREMENTS FOR USE OF THE ITUNES SERVICE

This iTunes Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

The iTunes Service is available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the iTunes Service from outside these locations. Apple may use technologies to verify your compliance.

Use of the iTunes Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the iTunes Service and may be required for certain transactions or features and to download iTunes Products previously purchased from the iTunes Service. You agree that meeting these requirements, which may change from time to time, is your responsibility. The iTunes Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the iTunes Service.

YOUR ACCOUNT

As a registered user of the iTunes Service, you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Apple of any security breach of your Account. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download iTunes Products from the iTunes Service, you must enter your Apple ID and password to authenticate your Account. Once you have

authenticated your Account, you will not need to authenticate again for fifteen minutes. During this time, you will be able to purchase and download iTunes Products without re-entering your password. You can turn off the ability to make iTunes Product purchases by adjusting the settings on your computer or iOS Device. For more information, please see <http://support.apple.com/kb/HT1904> or <http://support.apple.com/kb/HT4213>.

You agree to provide accurate and complete information when you register with, and as you use, the iTunes Service ("iTunes Registration Data"), and you agree to update your iTunes Registration Data to keep it accurate and complete. You agree that Apple may store and use the iTunes Registration Data you provide for use in maintaining and billing fees to your Account.

AUTOMATIC DELIVERY AND DOWNLOADING PREVIOUS PURCHASES

When you first acquire music iTunes Products and music video iTunes Products (collectively, "iTunes Auto-Delivery Content"), you may elect to automatically receive ("auto-download") copies of such iTunes Auto-Delivery Content on additional compatible iOS Devices and iTunes-authorized computers with compatible software by associating such iOS Devices and computers subject to the association rules below (each, an "Associated Device"). For each Associated Device, you may specify which type of iTunes Auto-Delivery Content, if any, may be auto-downloaded to it. On an Associated Device that is capable of receiving push notifications ("Push-Enabled"), including iOS Devices, the iTunes Auto-Delivery Content will auto-download to that Associated Device when it has an Internet connection; on an Associated Device that is not Push-Enabled, including those running on the Windows operating system, iTunes Auto-Delivery Content will automatically appear in the download queue and you may manually initiate the download within iTunes.

As an accommodation to you, subsequent to acquiring iTunes Auto-Delivery Content, purchased (i.e. not rented) movies iTunes Products and TV show iTunes Products (each, "iTunes Eligible Content"), you may download certain of such previously-purchased iTunes Eligible Content onto any Associated Device. Some iTunes Eligible Content that you previously purchased may not be available for subsequent download at any given time, and Apple shall have no liability to you in such event. As you may not be able to subsequently download certain previously-purchased iTunes Eligible Content, once you download an item of iTunes Eligible Content, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.

Association of Associated Devices is subject to the following terms:

- (i) You may auto-download iTunes Auto-Delivery Content or download previously-purchased iTunes Eligible Content from an Account on up to 10 Associated Devices, provided no more than 5 are iTunes-authorized computers.
- (ii) An Associated Device can be associated with only one Account at any given time.

(iii) You may switch an Associated Device to a different Account only once every 90 days.

(iv) You may download previously-purchased free content onto an unlimited number of devices while it is free on the iTunes Service, but on no more than 5 iTunes-authorized computers.

An Apple TV is not an “Associated Device.” However, TV show iTunes Products and purchased (i.e. not rented) movies iTunes Products may be played back on compatible Apple TVs, provided that you may only play back any such TV show or movie on a limited number of Apple TVs at the same time.

Some pieces of iTunes Eligible Content may be large, and significant data charges may result from delivery of such iTunes Eligible Content over a data connection.

ITUNES MATCH

iTunes Match permits you to remotely access your matched or uploaded songs, and music videos you have purchased with your Account, along with related metadata, playlists, and other information about your iTunes Library (“iTunes Match Content”).

You may subscribe to iTunes Match for an annual fee. You must have a valid credit card on file with iTunes to subscribe. The subscription is non-refundable (except as required by applicable law), and will automatically renew for one-year periods until you cancel. Your account will be charged no more than 24 hours prior to the expiration of the current subscription period. You may cancel automatic renewal by adjusting the iTunes Store account settings on your computer. You will no longer be able to access your iTunes Match Content from iTunes Match after the end of your subscription period.

iTunes Match works with libraries that contain up to 25,000 songs which are either (i) not currently available on the iTunes Service, or (ii) not purchased from the iTunes Service with your Account. Songs with quality less than 96 kbps or that are not authorized for your computer are not eligible for iTunes Match.

iTunes Match will automatically scan the song files and collect other information that may be used to identify media in your iTunes library, such as the names of songs, song artists or song durations. iTunes Match will use this information to match songs to those currently available on the iTunes Store, and will make matched songs available to you in the format then available on the iTunes Store. If the song is not successfully matched, your copy of the song will be uploaded to Apple in the same format or a format determined by Apple. Apple reserves the right to limit types of content uploaded (for example, excessively large files). Matched or uploaded songs and related metadata will be available for access from an Associated Device that has been enabled for iTunes Match. Association of Associated Devices for iTunes Match is subject to the same terms as Automatic Delivery and Downloading Previous Purchases, and uploaded or matched songs and related information are deemed to be “iTunes Eligible Content.” You may also

access iTunes Match Content from compatible Apple TVs, provided that you may only do so on a limited number of Apple TVs at the same time.

When you use iTunes Match, Genius will begin associating information about the media in your iTunes library with your Account; the association with your Account will continue for a period of time after your subscription ends. Apple will otherwise use this information as described in the Privacy Section of this Agreement. You will not be able to disable Genius while using iTunes Match, so if you prefer that we do not collect and use information from your iTunes library in this manner, you should not use iTunes Match.

You hereby agree to use iTunes Match only for lawfully acquired content. Any use for illegitimate content infringes the rights of others and may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

iTunes Match is provided on an “AS IS” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information, including music, playlist, and play history, from your computer or device and from peripherals (including, without limitation, servers and other computers) connected thereto. You should back up all data and information on your computer or device and any peripherals prior to using iTunes Match. You expressly acknowledge and agree that all use of iTunes Match is at your sole risk. To the extent permitted by law, Apple shall have no liability with respect to your use of iTunes Match, including the inability to access matched or uploaded content.

PRIVACY

The iTunes Service is subject to Apple's Privacy Policy at <http://www.apple.com/privacy/>.

When you opt in to the Genius feature, Apple will, from time to time, automatically collect information that can be used to identify media in your iTunes library on this computer, such as your play history and playlists. This includes media purchased through iTunes and media obtained from other sources. This information will be stored anonymously and will not be associated with your name or Account. When you use the Genius feature, Apple will use this information and the contents of your iTunes library, as well as other information, to give personalized recommendations to you.

Apple may only use this information and combine it with aggregated information from the iTunes libraries of other users who also opt in to this feature, your iTunes Store purchase history data, aggregated purchase history data from other iTunes Store users, and other information obtained from third parties, to:

- Create personalized playlists for you from your iTunes library.
- Provide you with recommendations regarding media and other products and services that you may wish to purchase.

- Provide recommendations regarding products and services to other users.

At all times your information will be treated in accordance with Apple's Privacy Policy.

Once you opt in to the Genius feature in iTunes, you will be able to create Genius playlists on Genius-capable devices. To enable the Genius feature on a device, you must sync it with your iTunes library after you have opted in.

If you prefer that we do not collect and use information from your iTunes library in this manner, you should not enable the Genius feature. You can revoke your opt-in choice at any time by turning off the Genius feature from the Store menu in iTunes on your computer. After you opt out, iTunes will no longer send information about your iTunes library to Apple. If you have elected to share your library from multiple computers, you need to turn off the Genius feature from each computer. The Genius feature cannot be enabled or disabled from your device.

By opting in to the Genius feature, you consent to the use of your information as described above and as described in Apple's Privacy Policy.

CONTENT AVAILABILITY

Apple reserves the right to change content options (including eligibility for particular features) without notice. For further information or concerns about closed captioning in specific content within the iTunes Store, please email accessibility@apple.com. You may also contact Thomas Montgomery, Accessibility Response Engineer, 1 Infinite Loop, Cupertino, California 95014, Phone/Fax: 408-783-5512.

USE OF PURCHASED OR RENTED CONTENT

You agree that the iTunes Service and certain iTunes Products include security technology that limits your use of iTunes Products and that, whether or not iTunes Products are limited by security technology, you shall use iTunes Products in compliance with the applicable usage rules established by Apple and its licensors ("Usage Rules"), and that any other use of the iTunes Products may constitute a copyright infringement. Any security technology is an inseparable part of the iTunes Products. Apple reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules without notice to you. You agree not to access the iTunes Service by any means other than through software that is provided by Apple for accessing the iTunes Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining

unauthorized access to the iTunes Service. Violations of system or network security may result in civil or criminal liability.

USAGE RULES

(i) You shall be authorized to use iTunes Products only for personal, noncommercial use.

(ii) You shall be authorized to use iTunes Products on five iTunes-authorized devices at any time, except for Content Rentals (see below).

(iii) You shall be able to store iTunes Products from up to five different Accounts at a time on compatible devices, provided that each iPhone may sync one iTunes Product with only a single iTunes-authorized device at a time, and syncing an iPhone with a different iTunes-authorized device will cause one iTunes Product stored on that iPhone to be erased.

(iv) You shall be authorized to burn an audio playlist up to seven times.

(v) You shall not be entitled to burn video iTunes Products or one iTunes Product.

(vi) iTunes Plus Products do not contain security technology that limits your usage of such products, and Usage Rules (ii) – (v) do not apply to iTunes Plus Products. You may copy, store, and burn iTunes Plus Products as reasonably necessary for personal, noncommercial use.

(vii) You shall be able to manually sync a movie from at least one iTunes-authorized device to devices that have manual sync mode, provided that the movie is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the device or the one that you subsequently designate as primary using iTunes.

(viii) An HDCP connection is required to view content transmitted over HDMI.

(ix) Content Rentals

(a) Content rentals are viewable on only one device at a time. You must be connected to the iTunes Service when moving rentals, and you may do so only between your computer and other compatible devices. Content rented using your Apple TV, iPad, iPhone 4, or iPod touch (4th generation) may not be moved. If you move a rental to a compatible device and then use the iTunes Service to restore that device, or choose Settings > Reset > Erase all content and settings on that device, the rental will be permanently deleted.

(b) You have thirty (30) days after downloading a rental to begin viewing. Once you begin viewing, you have twenty-four (24) hours to finish viewing a movie. Stopping, pausing, or restarting a rental does not extend the available time for viewing.

Some iTunes Products, including but not limited to Content rentals, may be downloaded only once and cannot be replaced if lost for any reason. It is your responsibility not to lose, destroy, or damage iTunes Products once downloaded, and you may wish to back them up.

The delivery of iTunes Products does not transfer to you any commercial or promotional use rights in the iTunes Products. Any burning or exporting capabilities are solely an accommodation to you and shall not constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any iTunes Product.

You acknowledge that, because some aspects of the iTunes Service, iTunes Products, and administration of the Usage Rules entails the ongoing involvement of Apple, if Apple changes any part of or discontinues the iTunes Service, which Apple may do at its election, you may not be able to use iTunes Products to the same extent as prior to such change or discontinuation, and that Apple shall have no liability to you in such case.

PING

If you opt in to Ping, you can share information with people who have also opted in to Ping, such as your name, your image, and your interests. The name and image provided will also be associated with all reviews posted about an iTunes Product via your Account, including posts prior to opting in. People whom you have permitted to follow you will be able to see your activity on iTunes, such as events you are attending, music that you have indicated that you like, and purchases made with your Account. Your activity on another user's profile, such as comments you make about their activity, is subject to that user's privacy settings and can be viewed by all of that user's followers. You are solely responsible for the information that is associated with your Account that is made available on Ping. Apple may also use information provided, as well as information iTunes sends to Apple about the content you select in your iTunes library in order to provide you with Ping personal recommendations, such as suggesting other users you may want to follow, concerts and related information, or other iTunes Products you may want to purchase. By opting in to Ping, you consent to the use of such information in the manner described above. At all times your information will be treated in accordance with Apple's Privacy Policy. You should not opt in to Ping, or should opt out of Ping in your Account settings if you don't want others to view any information provided using your Account, including activity on iTunes. When you opt out, your information will be removed from view, and then deleted after seven days. If you opt out of Ping, or hide the Ping Sidebar, iTunes will no longer send information associated with the content you select in your iTunes library for Ping. You will be able to remove items from your Recent Activity if you do not want them to be visible to other users. Please take extra care when using these features.

COMPLETE MY ALBUM ("CMA")

In some circumstances, you will have no more than 180 days from the time you acquire your first CMA-eligible song or video from a particular CMA-eligible album to accept that CMA offer, and upgrading previous purchases to iTunes Plus does not affect any such time limits.

SEASON PASS, MULTI-PASS, ITUNES PASS

The full price of the Season Pass, Multi-Pass, or iTunes Pass is charged upon purchase. You must connect to the iTunes Service and download any remaining Pass content within 90 days after the final Pass content becomes available (or such other time period as may be specified on the purchase page), after which that content may no longer be available for download as part of the purchase. If automatic renewal is selected when you purchase a Multi-Pass, you will be charged the full price of each subsequent Multi-Pass cycle, unless and until you cancel automatic renewal prior to the beginning of the subsequent Multi-Pass cycle (in the Manage Passes section of your Account information). If a network or studio delivers fewer TV episodes than planned when you purchased a Season Pass, we will credit to your Account the retail value of the corresponding number of episodes.

HIGH-DEFINITION (HD) ITUNES PRODUCTS

HD iTunes Products are viewable only on HD capable devices; however, HD iTunes Products purchased (not rented) include a standard-definition version for use on non-HD devices.

SUBMISSIONS TO THE ITUNES SERVICE

The iTunes Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the iTunes Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the iTunes Service. You hereby grant Apple a worldwide, royalty-free, nonexclusive license to use such materials as part of the iTunes Service, and in relation to iTunes Products, without any compensation or obligation to you. Apple reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

Apple has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the iTunes Service, to investigate any reported or apparent

violation of this Agreement, and to take any action that Apple in its sole discretion deems appropriate, including, without limitation, termination hereunder or under Apple's Copyright Policy (<http://www.apple.com/legal/copyright.html>).

THIRD-PARTY MATERIALS

Certain content, iTunes Products, and services available via the iTunes Service may include materials from third parties. Apple may provide links to third-party websites as a convenience to you. You agree that Apple is not responsible for examining or evaluating the content or accuracy and Apple does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Apple is not in any way responsible for any such use by you.

OBJECTIONABLE MATERIAL

You understand that by using the iTunes Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the iTunes Service at your sole risk and Apple shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. iTunes Product types and descriptions are provided for convenience, and you agree that Apple does not guarantee their accuracy.

IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the iTunes Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the products offered through the iTunes Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the iTunes Service for signs of symptoms.

INTELLECTUAL PROPERTY

You agree that the iTunes Service, including but not limited to iTunes Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the iTunes Service, contains proprietary information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that

you will not use such proprietary information or materials in any way whatsoever except for use of the iTunes Service in compliance with this Agreement. No portion of the iTunes Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the iTunes Service in any manner, and you shall not exploit the iTunes Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, Apple and its licensors reserve the right to change, suspend, remove, or disable access to any iTunes Products, content, or other materials comprising a part of the iTunes Service at any time without notice. In no event will Apple be liable for making these changes. Apple may also impose limits on the use of or access to certain features or portions of the iTunes Service, in any case and without notice or liability.

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You must authenticate to acquire In-App Purchases separately from any authentication to obtain App Store Products by entering your password when prompted, but once you have authenticated to obtain an In-App Purchase, you will be able to acquire additional In-App Purchases for fifteen minutes without re-entering your password. You can turn off the ability to acquire In-App Purchases on your iOS Device by following the steps outlined at <http://support.apple.com/kb/HT4213>.

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Certain App Store Products may include functionality that enables you to acquire content on a subscription basis (“In App Subscriptions”). Paid In App Subscriptions are non-refundable. In App Subscriptions will automatically renew for the applicable time period you have selected, and, where applicable, your Account will be charged no more than 24-hours prior to the expiration of the current In App Subscription. You may cancel automatic renewal of paid In App Subscriptions by selecting Manage App Subscriptions in your Account and selecting the subscription you want to modify. The auto-renew feature of the subscription will be turned off if the Application Provider increases the price of the subscription. You may cancel free In App Subscriptions by deleting the App Store Product from your device. Certain paid In App Subscriptions may offer a free trial period prior to charging your Account. If you decide you do not want to purchase the In App Subscription, turn off auto-renewal in your Account settings during the free trial period. Certain In App Subscriptions may be designated as “Newsstand” products, in which case they will appear only within the Newsstand application on your device after download. You should also review additional information about the paid In App Subscription offer at the point of sale within the App Store Product. We may ask for your permission to provide the name, email address and zip code listed in your Account to the Application Provider so that the Application Provider can send you marketing messages about its own products in accordance with its publicly posted privacy policy. Once the Application Provider has this information, it will be treated in accordance with the Application Provider’s privacy policy. We encourage you to learn about the privacy practices of the Application Provider before agreeing to give it your personal information. For more information, please review the Application Provider’s privacy policy or contact the Application Provider directly.

GENIUS FOR APPS

When you opt in to the Genius for Apps feature, Apple will, from time to time, automatically collect information related to certain of your App Store Products, such as your time spent with each App Store Product and the number of times each App Store Product is launched. This information will be stored anonymously and will not be associated with your name or Account. When you use the Genius for Apps feature, Apple will use this information, as well as other information, such as your App Store Product download history, to give personalized recommendations to you.

Apple may use this information and combine it with aggregated information from other users who opt in to this feature, your iTunes Store purchase history data, your App Store download data, aggregated App Store Product download data from other users, and other information like customer ratings of App Store Products, to:

- Provide you with recommendations regarding App Store Products, media, and other products and services that you may wish to purchase, download, or use.
- Provide recommendations to other users.

At all times your information will be treated in accordance with Apple’s Privacy Policy.

Once you opt in to the Genius for Apps feature on a Genius-capable system, you will be able to create Genius recommendations on that system.

If you prefer that we do not collect and use information from your device or system in this manner, you should not enable the Genius feature. You can opt out at any time by turning off the Genius feature from the App Store Account page on your device and/or system. If you have elected to share Genius for Apps information from multiple devices and/or systems, you need to turn off the Genius feature from each device and system to opt out.

MAC APP STORE PRODUCT USAGE RULES

Except as otherwise set forth herein,

(i) If you are an individual acting in your personal capacity, you may download and use an application from the Mac App Store ("Mac App Store Product") for personal, non-commercial use on any Apple-branded products running Mac OS X ("Mac Computer") that you own or control.

(ii) If you are a commercial enterprise or educational institution, you may download a Mac App Store Product for use by either (a) a single individual on each of the Mac Computer(s) used by that individual that you own or control or (b) multiple individuals on a single shared Mac Computer that you own or control. For example, a single employee may use a Mac App Store Product on both the employee's desktop Mac Computer and laptop Mac Computer, or multiple students may serially use a Mac App Store Product on a single Mac Computer located at a resource center or library. For the sake of clarity, each Mac Computer used serially by multiple users requires a separate license.

(iii) Use may require sign-in with the Apple ID used to download the Mac App Store Product from the Mac App Store. Mac App Store Products can be updated through the Mac App Store only.

APP STORE PRODUCT USAGE RULES

(i) If you are an individual acting in your personal capacity, you may download and sync an App Store Product for personal, noncommercial use on any iOS Device you own or control.

(ii) If you are a commercial enterprise or educational institution, you may download and sync an App Store Product for use by either (a) a single individual on one or more iOS Devices used by that individual that you own or control or (b) multiple individuals, on a single shared iOS Device you own or control. For example, a single employee may use an App Store Product on both the employee's iPhone and iPad, or multiple students may serially use an App Store Product on a single iPad located at a resource center or

library. For the sake of clarity, each iOS Device used serially by multiple users requires a separate license.

(iii) You shall be able to store App Store Products from up to five different Accounts at a time on a compatible iOS Device.

(iv) You shall be able to manually sync App Store Products from at least one iTunes-authorized device to iOS Devices that have manual sync mode, provided that the App Store Product is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the iOS Device or the one that you subsequently designate as primary using the iTunes application.

IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during video game play, you should always take frequent breaks from playing, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before playing video games if you have ever suffered these or similar symptoms, and stop playing immediately and see a doctor if they occur during game play. Parents should monitor their children's video game play for signs of symptoms.

IPOD GAMES

Updates to your existing compatible iPod device's firmware may render your purchased version of an iPod Game incompatible. Games purchased from the iTunes Store may not be compatible with future generations of the iPod.

MAC APP STORE AND APP STORE PRODUCT MAINTENANCE AND SUPPORT

Apple will be responsible for providing any maintenance and support services with respect to the Apple Products only, as specified in the Licensed Application End User License Agreement or the separate end user license agreement, as the case may be, or as required under applicable law. The Application Provider of any Third-Party Product will be solely responsible for providing maintenance and support services with respect to that Product, as specified in the Licensed Application End User License Agreement or the Application Provider end user license agreement, as the case may be, or as required under applicable law.

LICENSED APPLICATION END USER LICENSE AGREEMENT

The Mac App Store Products and App Store Products (collectively, "App Store Product(s)") made available through the Mac App Store Service and App Store Service

(collectively, “App Store Service(s)”) are licensed, not sold, to you. Your license to each App Store Product that you obtain through the App Store Services is subject to your prior acceptance of this Licensed Application End User License Agreement (“Standard EULA”), and you agree that the terms of this Standard EULA will apply to each App Store Product that you license through the App Store Service, unless that App Store Product is covered by a valid end user license agreement between you and the Application Provider of that App Store Product, in which case the terms of that separate end user license agreement will govern. Your license to any Apple Product under this Standard EULA or separate end user license agreement is granted by Apple, and your license to any Third-Party Product under this Standard EULA or separate end user license agreement is granted by the Application Provider of that Third-Party Product. Any App Store Product that is subject to the license granted under this Standard EULA is referred to herein as the “Licensed Application”. The Application Provider or Apple as applicable (“Licensor”) reserves all rights in and to the Licensed Application not expressly granted to you under this Standard EULA.

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The terms of this license will govern any upgrades provided by Licensor that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

b. Consent to Use of Data: You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you

(if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

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You understand that by using any of the External Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the External Services at your sole risk and that neither the Licensor nor its agents shall have any liability to you for content that may be found to be offensive, indecent, or objectionable.

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Financial information displayed by any External Services is for general informational purposes only and should not be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the External Services, you should consult with a financial or securities professional who is legally qualified to give financial or securities advice in your country or region. Location data provided by any External Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to

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In addition, External Services and Third Party Materials that may be accessed from, displayed on or linked to from the Apple Devices are not available in all languages or in all countries or regions. Licensor makes no representation that such External Services and Materials are appropriate or available for use in any particular location. To the extent you choose to use or access such External Services and Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Licensor reserves the right to change, suspend, remove, or disable access to any External Services at any time without notice. In no event will Licensor be liable for the removal of or disabling of access to any such External Services. Licensor may also impose limits on the use of or access to certain External Services, in any case and without notice or liability.

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ADDITIONAL IBOOKSTORE TERMS AND CONDITIONS

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You acknowledge that you are purchasing the content made available through the iBookstore Service (the "iBookstore Products") from the third-party provider of that iBookstore Product (the "Publisher"); Apple is acting as agent for the Publisher in providing each such iBookstore Product to you; Apple is not a party to the transaction between you and the Publisher with respect to that iBookstore Product; and the Publisher of each iBookstore Product reserves the right to enforce the terms of use relating to that iBookstore Product. The Publisher of each iBookstore Product is solely responsible for that iBookstore Product, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that iBookstore Product or your use of that iBookstore Product.

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- (i) You shall be authorized to use the iBookstore Products only for personal, noncommercial use.
- (ii) You shall be able to store iBookstore Products from up to five different Accounts at a time on certain iOS-based devices, such as an iPad, iPod touch, or iPhone.
- (iii) You shall be able to store iBookstore Products on five iTunes-authorized devices at any time.
- (iv) The delivery of iBookstore Products does not transfer to you any promotional use rights in the iBookstore Products or any rights to burn the iBookstore Products to disc.
- (v) You shall be able to manually sync iBookstore Products from at least one iTunes-authorized device to devices that have manual sync mode, provided that the iBookstore

Product is associated with an Account on the primary iTunes-authorized device, where the primary iTunes-authorized device is the one that was first synced with the device or the one that you subsequently designate as primary using iTunes.

Last Updated: September 30, 2012

Exhibit B

Privacy Policy

Your privacy is important to Apple. So we've developed a Privacy Policy that covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

Collection and Use of Personal Information

Personal information is data that can be used to uniquely identify or contact a single person.

You may be asked to provide your personal information anytime you are in contact with Apple or an Apple affiliated company. Apple and its affiliates may share this personal information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, services, content, and advertising.

Here are some examples of the types of personal information Apple may collect and how we may use it.

What personal information we collect

- When you create an Apple ID, register your products, apply for commercial credit, purchase a product, download a software update, register for a class at an Apple Retail Store, or participate in an online survey, we may collect a variety of information, including your name, mailing address, phone number, email address, contact preferences, and credit card information.
- When you share your content with family and friends using Apple products, send gift certificates and products, or invite others to join you on Apple forums, Apple may collect the information you provide about those people such as name, mailing address, email address, and phone number.
- In the U.S., we may ask for your Social Security number (SSN) but only in limited circumstances such as when setting up a wireless account and activating your iPhone or when determining whether to extend commercial credit.

How we use your personal information

- The personal information we collect allows us to keep you posted on Apple's latest product announcements, software updates, and upcoming events. It also helps us to improve our services, content, and advertising. If you don't want to be on our mailing list, you can opt out anytime by updating your preferences.
- We also use personal information to help us develop, deliver, and improve our products, services, content, and advertising.
- From time to time, we may use your personal information to send important notices, such as communications about purchases and changes to our terms, conditions, and policies. Because this information is important to your interaction with Apple, you may not opt out of receiving these communications.
- We may also use personal information for internal purposes such as auditing, data analysis, and research to improve Apple's products, services, and customer communications.
- If you enter into a sweepstake, contest, or similar promotion we may use the information you provide to administer those programs.

Collection and Use of Non-Personal Information

We also collect non-personal information – data in a form that does not permit direct association with any specific individual. We may collect, use, transfer, and disclose non-personal information for any purpose. The following are some examples of non-personal information that we collect and how we may use it:



Apple Inc. has been awarded TRUSTe's Privacy Seal signifying that this Privacy Policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability, and choice regarding the collection and use of your personal information. The TRUSTe program does not cover information that may be collected through downloadable software. If you have questions or complaints regarding our Privacy Policy or practices, please contact us. If you are not satisfied with our response, you can contact TRUSTe.

Privacy Questions

Questions or concerns about Apple's Privacy Policy or data processing? Contact us

- We may collect information such as occupation, language, zip code, area code, unique device identifier, location, and the time zone where an Apple product is used so that we can better understand customer behavior and improve our products, services, and advertising.
- We also may collect information regarding customer activities on our website, iCloud and MobileMe services, and iTunes Store and from our other products and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of our website, products, and services are of most interest. Aggregated data is considered non-personal information for the purposes of this Privacy Policy.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

Cookies and Other Technologies

Apple's website, online services, interactive applications, email messages, and advertisements may use "cookies" and other technologies such as pixel tags and web beacons. These technologies help us better understand user behavior, tell us which parts of our website people have visited, and facilitate and measure the effectiveness of advertisements and web searches. We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy.

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Apple and our partners also use cookies and other technologies to remember personal information when you use our website, online services, and applications. Our goal in these cases is to make your experience with Apple more convenient and personal. For example, knowing your first name lets us welcome you the next time you visit the Apple Online Store. Knowing your country and language – and if you are an educator, your school – helps us provide a customized and more useful shopping experience. Knowing someone using your computer or device has shopped for a certain product or used a particular service helps us make our advertising and email communications more relevant to your interests. And knowing your contact information, product serial numbers, and information about your computer or device helps us register your products, personalize your operating system, set up your iCloud service, and provide you with better customer service.

If you want to disable cookies and you're using the Safari web browser, go to Safari preferences and then to the privacy pane to disable cookies. On your Apple mobile device, go to Settings, then Safari, and then to the Cookies section. For other browsers, check with your provider to find out how to disable cookies. Please note that certain features of the Apple website will not be available once cookies are disabled.

As is true of most websites, we gather some information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring and exit pages, operating system, date/time stamp, and clickstream data.

We use this information to understand and analyze trends, to administer the site, to learn about user behavior on the site, and to gather demographic information about our user base as a whole. Apple may use this information in our marketing and advertising services.

In some of our email messages, we use a "click-through URL" linked to content on the Apple website. When customers click one of these URLs, they pass through a separate web server before

arriving at the destination page on our website. We track this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked in this way, you should not click text or graphic links in the email messages.

Pixel tags enable us to send email messages in a format customers can read, and they tell us whether mail has been opened. We may use this information to reduce or eliminate messages sent to customers.

Disclosure to Third Parties

At times Apple may make certain personal information available to strategic partners that work with Apple to provide products and services, or that help Apple market to customers. For example, when you purchase and activate your iPhone, you authorize Apple and its carrier to exchange the information you provide during the activation process to carry out service. If you are approved for service, your account will be governed by Apple and its carrier's respective privacy policies. Personal information will only be shared by Apple to provide or improve our products, services and advertising; it will not be shared with third parties for their marketing purposes.

Service Providers

Apple shares personal information with companies who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys. These companies are obligated to protect your information and may be located wherever Apple operates.

Others

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for Apple to disclose your personal information. We may also disclose information about you if we determine that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users. Additionally, in the event of a reorganization, merger, or sale we may transfer any and all personal information we collect to the relevant third party.

Protection of Personal Information

Apple takes precautions — including administrative, technical, and physical measures — to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

Apple online services such as the Apple Online Store and iTunes Store use Secure Sockets Layer (SSL) encryption on all web pages where personal information is collected. To make purchases from these services, you must use an SSL-enabled browser such as Safari, Firefox, or Internet Explorer. Doing so protects the confidentiality of your personal information while it's transmitted over the Internet.

When you use some Apple products, services, or applications or post on an Apple forum, chat room, or social networking service, the personal information you share is visible to other users and can be read, collected, or used by them. You are responsible for the personal information you choose to submit in these instances. For example, if you list your name and email address in a forum posting, that information is public. Please take care when using these features.

Integrity and Retention of Personal Information

Apple makes it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

Access to Personal Information

You can help ensure that your contact information and preferences are accurate, complete, and up to date by logging in to your account at <https://appleid.apple.com/>. For other personal information, we make good faith efforts to provide you with access so you can request that we correct the data if it is inaccurate or delete the data if Apple is not required to retain it by law or for legitimate business purposes. We may decline to process requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, are extremely impractical, or for which access is not otherwise required by local law. Access, correction, or deletion requests can be made through the regional Privacy Contact Form.

Children

We do not knowingly collect personal information from children under 13. If we learn that we have collected the personal information of a child under 13 we will take steps to delete the information as soon as possible.

Location-Based Services

To provide location-based services on Apple products, Apple and our partners and licensees may collect, use, and share precise location data, including the real-time geographic location of your Apple computer or device. This location data is collected anonymously in a form that does not personally identify you and is used by Apple and our partners and licensees to provide and improve location-based products and services. For example, we may share geographic location with application providers when you opt in to their location services.

Some location-based services offered by Apple, such as the “Find My iPhone” feature, require your personal information for the feature to work.

Third-Party Sites and Services

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Apple Inc. 1 Infinite Loop, Cupertino, California, USA, 95014

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Exhibit C

iOS Human Interface Guidelines



Developer

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Introduction

iOS Human Interface Guidelines describes the guidelines and principles that help you design a superlative user interface and user experience for your iOS app.



iOS Human Interface Guidelines does not describe how to implement your designs in code. When you're ready to code, start by reading *iOS App Programming Guide*.

At a Glance

By working with the platform conventions, you'll be much better positioned to create outstanding iOS apps.

Great iOS Apps Embrace the Platform and HI Design Principles

People appreciate iOS apps that feel as though they were designed expressly for the device. For example, when an app fits well on the device screen and responds to the gestures that people know, it provides much of the experience people are looking for. And, although people might not be aware of human interface design principles, such as direct manipulation or consistency, they can tell when apps follow them and when they don't. As you begin designing an iOS app, be sure to understand what makes iOS-based devices unique, and learn how to incorporate HI design principles so that you can deliver a user experience people will appreciate.

Relevant Chapters: [“Platform Characteristics”](#) (page 11) and [“Human Interface Principles”](#) (page 19)

Great App Design Begins with Some Clear Definitions

When you're starting with an idea for an app, it's crucial to decide precisely which features you intend to deliver, and to whom. After you've determined this, you need to make sure you tailor the look and feel of your app to the device it runs on and to the task it enables.

If you're bringing existing software to iOS, you face many of the same challenges. As you redesign your existing software, it can help to learn about some of the design decisions that informed other successful interdevice transitions, such as those for Mail and Keynote.

Relevant Chapters: [“App Design Strategies”](#) (page 22) and [“Transition Case Studies”](#) (page 30)

A Great User Experience Is Rooted in Your Attention to Detail

It's essential to keep the user experience uppermost in your mind as you design every aspect of your app, from the way you enable a task, to the way your app starts and stops, to the way you use a button. Discover the guidelines that influence the look and behavior of your app, in matters both general and specific.

Relevant Chapters: [“User Experience Guidelines”](#) (page 52) and [“iOS UI Element Usage Guidelines”](#) (page 118)

People Expect to Find iOS Technologies in the Apps They Use

iOS provides many great technologies that add value to apps, such as iCloud, multitasking, Passbook, and VoiceOver. Although users might view these technologies as automatically available whenever they use their iOS-based devices, it can require work on your part to incorporate them in your app. If an iOS technology is appropriate in your app, be sure to follow the guidelines that govern its usage.

Relevant Chapter: [“iOS Technology Usage Guidelines”](#) (page 81)

All Apps Need at Least Some Custom Artwork

Even if your app enables a serious, productive task and uses only standard user interface elements, you still need to provide a beautiful, custom app icon that people will enjoy seeing in the App Store and on their Home screens. Whether your app includes significant amounts of custom artwork, or only a little, you need to know which icons and images are required and how to create them appropriately. In addition, when you’re designing artwork for the Retina display, you should take advantage of some techniques that can make this process easier.

Relevant Chapter: [“Custom Icon and Image Creation Guidelines”](#) (page 181)

The Wi-Fi Networks Settings screen uses plain language to explain how iOS responds to the user's preference.



Take care to be accurate when describing dates. It's often appropriate to use friendly terms such as "today" and "tomorrow" when you display date information in your UI, but it can be confusing if you don't account for the user's current locale. For example, consider an event that starts just before midnight. To users in the same time zone, the event starts today, but to users in an earlier time zone, the same event may have started yesterday.

Minimize the Effort Required for User Input

Inputting information takes time and attention, whether people tap controls or use the keyboard. If your app requires a lot of user input before anything useful happens, that input slows people down and can discourage them from using your app.

Balance any request for input by users with what you offer users in return. In other words, strive to provide as much information or functionality as possible for each piece of information people give you. That way, people feel they are making progress and are not being delayed as they move through your app.

Make it easy for users to input their choices. For example, you can use a table view or a picker instead of a text field, because it's usually easier for people to select an item from a list than to type words. (To learn more about these UI elements, see "Table View" (page 138) and "Picker" (page 165).)

Get information from iOS, when appropriate. People store lots of information on their devices. When it makes sense, don't force people to give you information you can easily find for yourself, such as their contacts or calendar information.

Downplay File-Handling Operations

Although iOS apps can allow people to create and manipulate files, this does not mean that people should have an awareness of a file system on an iOS-based device.

If Necessary, Display a License Agreement or Disclaimer

If you provide an end-user license agreement (or EULA) with your iOS app, the App Store displays it so that people can read it before they get your app.

If possible, avoid requiring users to indicate their agreement to your EULA when they first start your app.

Without an agreement displayed, users can enjoy your app without delay. However, even though this is the preferred user experience, it might not be feasible in all cases. If you must display a license agreement within your app, do so in a way that harmonizes with your user interface and causes the least inconvenience to users.

If possible, provide a disclaimer within your app description or EULA. Users can then view the disclaimer in the App Store, and you can balance business requirements with user experience needs.

For iPad: Enhance Interactivity (Don't Just Add Features)

The best iPad apps give people innovative ways to interact with content while they perform a clearly defined, finite task.

Resist the temptation to add features that are not directly related to the main task. Instead, explore ways to allow people to see more and interact more. In particular, you should not view the large iPad screen as an invitation to bring back all the functionality you might have pruned from your iPhone app.

To make your iPad app stand out, concentrate on ways to amplify the user experience, without diluting the main task with extraneous features. For example:

- A book-reader app that allows people to read books and keep track of reading lists can provide a very enjoyable reading experience on the large screen. Instead of making people transition to another screen to manage their reading lists, the app can put the list in a popover and allow people to copy favorite passages into it. The app can also let people add bookmarks and annotations to the text, and help them trade their lists with others or compare their progress against a central repository of lists.
- A fighter pilot game might enable a translucent heads-up display over the main view. Players can tap realistic cockpit controls to engage the enemy or locate themselves on a map overlay.
- A soccer playing game can display a larger, more realistic playing field and more detailed characters, and allow people to manage their teams and customize the characters. It can also allow people to see information about characters without leaving the field view. Finally, it can enable a multiplayer mode in which two people can pit their teams against each other.
- A screenwriting app might provide ways to switch between a plot view and a character view without leaving the main context. Writers can switch between these views to check details as they write in the main view.